

PROFESSIONAL CONVENTION MANAGEMENT ASSOCIATION
AND THE AUSTIN CONVENTION CENTER
STRATEGIC MEMBERSHIP AGREEMENT

1.0 PURPOSE

The purpose of this agreement is to position the Austin Convention Center as a premier destination site for hosting national and international conventions and trade shows. Consistent with that purpose, the parties agree as follows:

2.0 CONTRACT TERM

The term of this agreement is one year commencing on October 1, 2012, unless earlier terminated pursuant to 8.0 below. The agreement will automatically renew for a second, final term of one year unless the agreement is cancelled pursuant to 8.0 below. During the Renewal Term, all terms and conditions of the Initial Term will remain in effect with the exception that there will be no further terms at the end of the second year term.

3.0 CITY'S OBLIGATIONS

3.1 In return for the services that PCMA will perform under the scope of work below, City agrees to pay PCMA \$172,500 for each annual term of this agreement. The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work in accordance with milestones identified under each section, as described herein. Payment shall be made in accordance with the completion and acceptance by the City of each milestone provided in Scope of Work, as follows:

3.1.1 Phase I: October 1, 2012 – March 31, 2013 \$112,125

3.1.2 Phase II: April 1, 2013 – September 30, 2013 \$60,375

City must pay PCMA for the services provided and work performed under Phase 1 by _____, 2013. Payment for Phase 2 is due by _____, 2013.

4.0 PCMA'S OBLIGATIONS: SCOPE OF WORK/SERVICES

4.1 Required Task and Deliverables (Sponsorship Components)

4.1.1 Master Series Session – PCMA will provide the following benefits to the Austin Convention Center during each annual term of the Agreement and during the Masters Series Session at the Convening Leaders meeting Masters Series Session.

4.1.1.1 Partnership rights to a Masters Series session during Convening Leaders

4.1.1.2 Austin Convention Center will have an opportunity for stage time at the Masters Series session (as approved by PCMA)

4.1.1.3 PCMA will give Austin Convention Center the opportunity to provide video promoting attendance to Convening Leaders and sponsored session to be placed on annual meeting website.

4.1.1.4 Opportunity to host VIP Meet and Greet as agreed upon by speaker

4.1.1.5 Distribution of amenity/collateral at Masters Series session

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4.1.1.6 Austin Convention Center logo on print/digital signage during Masters Series in final program and/or Convening Leaders website, virtual platform, and social media channels.

- 4.2 Advertising, Acknowledgement, and Components: The following benefits will be extended to the Austin Convention Center in 2013 and 2014
- 4.2.1 Austin Convention Center will receive a virtual booth within PCMA365 virtual platform with features to include: logo, videos, destination images, documents, and live chat and an opportunity to include a marketing piece in the attendee virtual briefcase
 - 4.2.2 Opportunity to room drop at official Convening Leaders hotels in block as approved by PCMA – maximum one (1) night with only one (1) drip (Austin Convention Center is responsible for any hotel distribution cost)
 - 4.2.3 Opportunity to submit editorial or have company executive interviewed in conjunction with one issue of PCMA Convening Leaders Dailies – ½ page maximum as approved and written by Convene editorial in 2013 and 2014.
 - 4.2.4 Austin Convention Center will be provided a rotating logo with link on Convening Leaders website
 - 4.2.5 Austin Convention Center will be provided Logo recognition on Strategic Partner print/digital signage in high traffic area
 - 4.2.6 Austin Convention Center will be provided Logo recognition in print/digital Preliminary Program brochure in 2013 and 2014.
 - 4.2.7 The Austin Convention Center will be provided a Jr. page (4-color) advertisement in all 3 issues of PCMA Convening Leaders Dailies in 2012-2013 and 2013-2014.
 - 4.2.8 Two (2) 30-second video or static advertising on PCMA Digital Wall in high traffic area
 - 4.2.9 Recognition at officially contracted Convening Leaders hotel (s).
 - 4.2.10 Opportunity to submit idea for Learning Lounge presentation/demo as approved by PCMA education in 2012-2013 and 2013-2014.
 - 4.2.11 Partner customer testimonials and recognition of print/digital signage in high-traffic area.
 - 4.2.12 Partnership recognition in all three (3) issues of PCMA Convening Leaders Dailies.
 - 4.2.13 Partnership recognition on PCMA virtual platform and/or social media channels
 - 4.2.14 Link to PCMA partner homepage on pcma.org featured on PCMA Convening Leaders website.
 - 4.2.15 Logo recognition in print/digital Final Program
- 4.3 Registration, Tickets, Hospitality and Accommodations. The following Strategic Partnership benefits will be extended to the Austin Convention Center in 2013 and 2014.
- 4.3.1 Use of Partner Lounge during meetings in 2013 and 2014

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- 4.3.2 One (1) time use of pre-registered Convening Leaders planner attendee mailing list in 2013 and 2014.
- 4.3.3 One (1) time use of post-registered Convening Leaders planner attendee mailing list in 2013 and 2014.
- 4.3.4 Ten (10) Convening Leaders registrations in 2013 and 2014
- 4.3.5 Four (4) Chairmen's reception invitation in 2013 and 2014
- 4.3.6 Opportunity to utilize reserved VIP seating front state at all general sessions in 2013 and 2014,
- 4.3.7 Use of PCMA Convening Leaders logo in 2013 and 2014.
- 4.4 One on One – Partners and Planners – A Hosted Buyer Program. The following Strategic Partnership benefits will be extended to the Austin Convention Center in 2013 and 2014.
 - 4.4.1 Opportunity to participate in a PCMA Partnership Program sponsored hosted buyer program at PCMA Convening Leaders in 2013 and 2014
 - 4.4.2 Austin Convention Center may provide a target client list to PCMA before the hosted buyer application deadline and PCMA will personally invite the clients to apply.
 - 4.4.3 Receive up to ten (10) shared appointments for one-to-one interaction with a qualified hosted buyer(s).
 - 4.4.4 One (1) Austin Convention Center representative may be available per scheduled appointment.
- 4.5 PARTNER CONFERENCE: (A Partner Only Event). The following Strategic Partnership benefits will be extended to the Austin Convention Center and all other Strategic Partners in 2013 and 2014; dates TBD.
 - 4.5.1 Access to Workshop with education and brainstorming for ACC to examine various ways to activate and elevate the value of the PCMA partnership.
 - 4.5.2 ACC will be provide networking opportunities with PCMA Board of Directors and Partners to evening event(s).
 - 4.5.3 Roundtable business meeting with PCMA Board of Directors to gain insight on PCMA goals and strategic plan.
 - 4.5.4 Exclusive gathering (breakfast/reception) with PCMA Executive Committee.
 - 4.5.5 Opportunity to collaborate with other PCMA Partners.
 - 4.5.6 ACC will receive one (1) invitation to the Partner Conference (total of one invitation for each year).
 - 4.5.7 Co-located with IEG sponsorship conference, available to PCMA Partners at a special partner reduced rate.
- 4.6 PCMA EDUCATION FOUNDATION PARTNERSHIP SUMMIT
 - 4.6.1 Invitation of three (3) clients and their guests to attend Partnership Summit -- includes air travel, hotel accommodations, meals, and participation (education, networking, activities).

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- 4.6.2 Invitation of one (1) Austin Convention Center representative and guest to attend Partnership Summit – includes hotel accommodations, meals, and participation (education, networking, activities).
 - 4.6.3 Networking and relationship building with approximately 85 senior industry planners and executives.
 - 4.6.4 Executive level education and activities in a sophisticated, relaxed atmosphere.
 - 4.6.5 Opportunity to host guests in open night dine around.
 - 4.6.6 Profiles and contact information of all attendees (print/digital)
 - 4.6.7 Shared logo recognition with link on Partnership Summit website.
 - 4.6.8 Link to sponsor recognition on Partnership Summit website from The Summit Scene (e-newsletter to sponsors, clients, and guests).
 - 4.6.9 Recognition in *ThisWeek@PCMA* e-Newsletter with link to Partnership Summit website.
 - 4.6.10 Ability to feature collateral in print/digital PCMA Partner Resource Center.
 - 4.6.11 Shared logo recognition on signage in high-traffic areas during the Partnership Summit.
 - 4.6.12 Shared logo recognition in Partnership Summit 'thank-you' ad in *Convene*® magazine
 - 4.6.13 Use of PCMA Education Foundation Partnership Summit logo
- 4.7 ADVERTISING CREDIT - The following Strategic Partnership benefits will be extended to the Austin Convention Center and all other Strategic Partners in 2013 and 2014. \$35,000 per year of agreement.
- 4.7.1 This is a bank of funds included in the total Strategic Partner agreement cost. These credits may be used toward the Austin Convention Center advertising buy outside this Strategic Partnership agreement with ACC Convene account executive. Advertising credits may be used toward the following listed below. Any use of advertising credit must also be accompanied by the appropriate advertising insertion order(s).
 - 4.7.1.1 PCMA Convene Multi-media Advertising Opportunities.
 - 4.7.1.1.1 Printed Convene – 12 regular monthly issues and regularly featured special sections (see editorial calendar).
 - 4.7.1.1.2 Annual directory of sites, cities, and services (polybagged with issue).
 - 4.7.1.1.3 Annual PCMA industry resources calendar.
 - 4.7.1.1.4 Convene mobile and tablet advertising.
 - 4.7.1.1.5 Convene e-News letter.
 - 4.7.2 PCMA Convening Leaders Advertising including.
 - 4.7.2.1 Show Dailies and e-Dailies – print and banner advertising.
 - 4.7.2.2 Digital Wall – large HDTV Plasma TV running video/static ads.
 - 4.7.2.3 Final Program advertising (limited options).
 - 4.7.2.4 Mobile Charging Stations.
 - 4.7.2.5 PCMA –TV – daily TV highlights of the meeting.

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- 4.7.2.6 Attendee e-news letters.
- 4.7.3 PCMA Education Conference Advertising.
 - 4.7.3.1 Final program advertising (limited options).
 - 4.7.3.2 PCMA-TV daily TV highlights of the meeting.
- 4.7.4 Digital Advertising
 - 4.7.4.1 Website Run-of-site, Catfish, and Peel-back banner advertising.
 - 4.7.4.2 E-New letter banner advertising.
- 4.7.5 Convene Magazine.
 - 4.7.5.1 Distribution of 2-page, bound-in insert in *Convene*; one (1) time per year (based on availability; Austin Convention Center responsible for cost of printing insert or supplying finished insert).

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- 4.7.5.2 Opportunity to sponsor, submit editorial for consideration, or have company executive interviewed in conjunction with *Convene* editorial (1-Page maximum as approved and written by *Convene*); one (1) time per year.
- 4.7.5.3 Opportunity to submit partner offer, news updates and/or customer testimonial for inclusion in Partner Recognition ad; 12 times per year (as approved by PCMA).
- 4.7.6 Digital Recognition.
 - 4.7.6.1 Austin Convention Center rotating logo with link on PCMA home page; 12-months per year.
 - 4.7.6.2 Austin Convention Center recognition on exclusive PCMA.org webpage including Austin Convention Center logo and banner with link to website, company description, highlights of PCMA involvement, customer testimonials, partner news, and sales executive profile with contact information.
 - 4.7.6.3 Opportunity to submit content for consideration to be featured in the PCMA Resources section on the website (as approved and edited by PCMA).
 - 4.7.6.4 Special thank you to partners and link to partner recognition page will be featured in *ThisWeek@PCMA*; last two issues of the year prior to Convening Leaders.

5.0 TERMINATION FOR CAUSE

Termination for Cause: Either party is in default of this agreement if the party fails to comply with any of its obligations under the agreement or fails to provide adequate assurance of performance. In the event of default, the non-defaulting party shall have the right to terminate the agreement by providing thirty (30) calendar days written notice to the defaulting party unless the defaulting party within such thirty day period cures such default or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not in fact exist.

6.0 MISCELLANEOUS PROVISIONS

- a. Independent Contractor: This agreement shall not be construed as creating a partnership, joint venture or joint enterprise, it being the intention of the parties that PCMA's services be those of an independent contractor. Furthermore, the words "strategic partnership" are a term of art only and indicate the level of financial commitment that ACC is making and the level of services that PCMA in turn will provide to ACC.

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b. Non-Appropriation: The awarding of this contract or continuation of this agreement is dependent upon the availability of funding. ACC's payment obligations are payable only and solely from funds appropriated and available for this agreement. The absence of appropriated or other lawfully available funds shall render the agreement null and void to the extent funds are not appropriated or available. ACC shall provide PCMA written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the agreement. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to ACC or the City.

c. MBE/WBE Requirements: Because PCMA may not subcontract any of the services or work that it is to perform under this agreement, PCMA is not subject to the City's Minority-Owned or Women-Owned Business Enterprise Procurement Program Requirements contained in Chapters 2-9A through 2-9D of the City's Code of Ordinances. However, if this agreement is subsequently amended to allow for subcontracting, PCMA agrees to comply with requirements in the above Code provisions. Furthermore, all of PCMA's subcontracts shall be in writing and shall contain this same requirement.

d. Laws, Statutes, and other Regulations: PCMA agrees to comply with all applicable laws, statutes, ordinances, and other governmental regulations prevailing during the term of this agreement. Also, PCMA will not suffer or permit to be done anything that is in violation of such laws, ordinances, rules, or regulations.

e. Jurisdiction and Venue: This agreement is made under and shall be governed by the laws of the State of Texas including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

f. Indemnity: **PCMA SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (INDEMNIFIED PARTIES), AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES, EXPENSES, AND COURT COSTS) LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTION (CLAIMS), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY PCMA, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS OR ASSIGNS,**

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(B) A FALSE REPRESENTATION OR WARRANTY MADE BY PCMA IN THIS AGREEMENT OR (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY PCMA IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS. PCMA'S OBLIGATIONS UNDER THIS ARTICLE ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

If any claim, demand, suit, or other action is asserted against PCMA which arises under or concerns this agreement and which could have a material adverse effect on PCMA's ability to perform hereunder, PCMA shall give written notice to the City with ten (10) calendar days after receipt of notice by PCMA. Such notice to the City shall state the date of notification of any claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

g. Notices: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the agreement shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means shall be deemed delivered upon receipt by addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and to PCMA shall be addressed as follows:

To the City:

To PCMA:

h. Assignment/Delegation: The agreement shall be binding upon and enure to the benefit of the City and PCMA and their respective successors and assigns provided, however, that no right or interest in the agreement shall be assigned and no obligation shall be delegated by PCMA without the prior written consent of the City. Any attempted assignment or delegation by PCMA shall be void unless made in conformity with this paragraph. The agreement is not intended to confer rights or benefits on any person, firm, or entity not a party hereto, it being the intention of the parties that there be no third party beneficiaries to the agreement.

i. Waiver: No claim or right arising out of a breach of the agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

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No waiver by either PCMA or the City of any one or more events of default by the other party shall operate as, or construed to be, a permanent waiver of any rights or obligations under the agreement, or an expressed or implied acceptance of any other existing or future defaults or defaults, whether of a similar or different character.

j. Modifications: The agreement can be modified or amended only by a writing signed by both parties. No preprinted or similar terms on any invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the agreement.

k. Interpretation: The agreement is intended by the parties to be a final, complete and exclusive statement of the terms of the agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the agreement. Although the agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the agreement, the UCC definition shall control, unless otherwise defined in the agreement.

l. Severability: The invalidity, illegality, or unenforceability of any provision of the agreement shall in no way affect the validity or enforceability of any other portion or provision of the agreement. Any void provision shall be deemed severed from the agreement and the balance of the agreement shall be construed and enforced as if the agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire agreement from being void should a provision which is the essence of the agreement be determined to be void.

m. Survivability of Obligations: All provisions of the agreement that impose continuing obligations on the parties, including but not limited to the warranty and indemnity obligations of the parties, shall survive the expiration or termination of the agreement.

n. Complete Agreement: This is the complete agreement by and between the parties on the subject matter of the agreement. It supersedes any other agreement or understanding between the parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the parties to each other, written or oral, concerning the subject matter of this agreement.

o. Third Party Beneficiaries: Nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this agreement.

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p. Use of City Seal and/or Convention Center Logo: PCMA may use the City of Austin seal or Convention center logo for display in conjunction with materials designed to promote the Convention Center. PCMA must comply with the City of Austin's requirements as described immediately below and any required design specifications.

The City of Austin seal and the Convention Center logo shall only be used as expressly stated in this agreement to signify the Convention Center's strategic membership agreement with PCMA. PCMA may not alter, modify, or change the words, symbols, graphics, design, or content of the City of Austin seal and/or the Convention Center logo for any reason or copy, reprint or otherwise use the City of Austin seal and/or the Convention Center logo in advertising or promotion in connection with the distribution and promotion of any other event, program, production, or film not described in this agreement.

The City does not grant or transfer any trademark or other intellectual property rights in the seal or logo to PCMA. PCMA acknowledges the City's ownership of the seal and logo. PCMA agrees that it will do nothing inconsistent with such ownership, and nothing in this agreement shall give PCMA any right, title, or interest in the City seal and/or the Convention Center logo. PCMA agrees not to use the City seal and/or Convention Center logo in connection with any matter that is or contains any content, data, work, or materials that is inaccurate, offensive, defamatory, harassing, malicious, or that would reflect adversely on the reputation or competence of the City and/or Convention Center.

At the City's request, PCMA will immediately make available, at no cost to the City or Convention Center, copies of PCMA's promotional and advertising material containing the City's seal or Convention Center's logo.

q. Insurance Requirements: PCMA shall carry insurance in the types and amounts indicated below for the duration of the agreement:

Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverages A (bodily injury and property damage) & B (personal and advertising injury). The policy shall contain the following provisions:

- a) City of Austin listed as additional insured CG 2010, or equivalent coverage
- b) 30 day Notice of Cancellation in favor of the City of Austin CG 0205, or equivalent coverage
- c) Waiver of Transfer Right of Recovery Against Others in favor of the City of Austin CG 2404, or equivalent coverage

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Additionally, PCMA must complete and forward the City's standard certificate of insurance to City before the agreement is executed as verification of coverage required in subparagraphs above. PCMA shall not commence work until the required insurance has been obtained and until such Insurance has been reviewed by City. Approval of insurance by City shall not relieve or decrease the liability of PCMA hereunder.

PCMA's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of B+ VII or better. All endorsements naming the City as additional insured, waivers and notices of Cancellation endorsements as well as the certificate of insurance shall indicate: City of Austin, attn.: [REDACTED], P.O. Box 1088, Austin, Texas 78767.

The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the agreement, covering both the City and PCMA, shall be considered primary coverage as applicable.

If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with the date of this agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. PCMA shall maintain coverage for the duration of this agreement and for a two year period following the end of this agreement. PCMA shall provide the City annually with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, PCMA shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The City reserves the right to review the insurance requirements set forth during the effective period of this agreement and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as PCMA.

PCMA shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the agreement or as required in the agreement.

PCMA shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

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The insurance coverages required under this agreement are required minimums and are not intended to limit the responsibility or liability of PCMA.

Authorized Signatures

Mark Tester, Director
Austin Convention Center Department

Date

Deborah L. Sexton
President and CEO
Professional Convention Management Association (PCMA)
Foundation of the Professionals Convention Management Association, Inc.

Date

APPROVED AS TO FORM

David V. Sorola
Assistant City Attorney

Date